

# **EXHIBIT 1**

**RECEIVED & FILED**

OCT 15 2008

*Sussex County Court of Chancery*

**John G. Lynch, Jr., Esq.**  
**40 Main Street**  
**Franklin, New Jersey 07416**  
**(973) 823-9418**  
**ATTORNEYS FOR PLAINTIFF,**  
**Nancy Valentine**

NANCY VALENTINE,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION; SUSSEX COUNTY
PLAINTIFF,	:	DOCKET NO:SSX-L- <u>681</u> -08
v.	:	
	:	
BANK OF AMERICA,	:	<u>CIVIL ACTION</u>
RIKKI BIANONE,	:	
And JOHN DOES 1-10,	:	<b>COMPLAINT AND JURY DEMAND</b>
	:	
DEFENDANTS.	:	

Plaintiff, Nancy Valentine, residing at 33 Eagle Drive, Newton Township, Sussex County,  
State of New Jersey, as and for her Complaint against the Defendants, alleges:

**ALLEGATIONS COMMON TO ALL COUNTS**

**The Parties.**

1. Plaintiff, Nancy Valentine ("Valentine"), whose date of birth is January 29, 1944, became an employee of Defendant, Bank of America ("BOA" or the "Company") a corporation duly organized and existing, or otherwise authorized to do business, under and by virtue of the laws of the State of New Jersey with a principal place of business at 758 Route 15 South, Jefferson, New Jersey (the "Premises") on or about May, 1986.

2. Defendant, Bianone ("Bianone") was a manger at BOA and one of Valentine's direct supervisors and the Company's agent whose actions in this matter have been approved, adopted, authorized and ratified by the Company.

3. John Does 1-10 are and have been managers of BOA, are its agent whose actions in this matter have been approved, adopted, authorized and ratified by the Company, and also are one of Plaintiff's direct supervisors (Defendants BOA, Bianone and John Does 1-10 are collectively referred to as "the Defendants.").

**The Facts.**

4. On or about May, 1986, Valentine was hired by the Company and worked for the Company as a teller (the "Position") from 1986 through May 1, 2008 (the "Termination Date")(the "Employment Period").

5. During the Employment Period, over 23 years, Plaintiff was an exemplary employee receiving regular raises and bonuses, citations for her work and regular praise from the Defendants.

6. Her starting salary with the Company was \$12,242.00 and grew to \$31,000.00 as of the Termination Date.

7. Other than on the termination date, at no time during the Employment Period was Valentine ever disciplined, suspended, laid off or fired by the Company.

8. On the termination date, Defendants advised Valentine that she was being fired because the drawer of one of her trainees was short in the amount of \$5,200.00.

9. Plaintiff, who is in good health, expected to work in the Position until she was at normal retirement age.

10. In addition, Defendants accused Valentine of the theft of the money which was "short."

11. In actuality, in a poorly masked effort to rid the Company of an elderly employee and a well-earned salary, Defendants conspired to, and actually did, terminate Valentine's employment in the Position, effective as of the Termination Date, on the pretext that she was being

let go for performance issues and the short drawer of her trainee despite her exemplary record of service during the Employment Period of over 23 years (the "Conspiracy").

12. Upon information and belief, after the Termination Date, Defendants hired a new employee for the Position who is younger than Valentine and at a lesser salary.

13. As a result of Defendants' actions, Valentine has lost her salary, benefits, and retirement plans. In addition, the Company's other Employees were advised that she was terminated for cause.

14. Valentine has been, and will continue to be, damaged, and Defendants have damaged Valentine's standing and reputation in the industry.

#### **COUNT ONE**

15. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 14 as though more fully set forth at length herein.

16. Based upon the acts more fully detailed above, Defendants have conspired to, and have, violated the Age Discrimination in Employment Act codified at 29 U.S.C. §621, et seq..

17. As a direct and proximate result, Valentine has been damaged.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against the Defendants:

- (a) awarding Valentine compensatory and consequential damages;
- (b) awarding Valentine her costs and disbursements;
- (c) awarding Valentine punitive damages;
- (d) awarding Valentine attorneys fees;
- (e) awarding Valentine treble or enhanced damages as set forth in the statute; and
- (c) awarding Valentine such other and further relief as the Court deems equitable and proper.

## COUNT TWO

18. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 17 as though more fully set forth at length herein.

19. By reason of the acts and events more fully detailed above, Defendant has conspired to, and has violated the Law Against Discrimination codified at N.J.S.A. 10:5, et seq..

20. As a direct and proximate result, Valentine has been damaged.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against the Defendants:

- (a) awarding Valentine compensatory and consequential damages;
- (b) awarding Valentine her costs and disbursements;
- (c) awarding Valentine punitive damages;
- (d) awarding Valentine attorneys fees;
- (e) awarding Valentine treble or enhanced damages as set forth in the statute; and
- (f) awarding Valentine such other and further relief as the Court deems equitable and proper.

## COUNT THREE

21. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 20 as though more fully set forth at length herein.

22. As a result of Defendants acts and omissions set forth above, Valentine has sustained and will continue to sustain substantial monetary damages, loss of health and retirement benefits.

23. As a direct and proximate result, Valentine has been damaged.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against the Defendants:

- (a) awarding Valentine compensatory and consequential damages;

- (b) awarding Valentine her costs and disbursements;
- (c) awarding Valentine punitive damages;
- (d) awarding Valentine attorneys fees;
- (e) awarding Valentine such other and further relief as the Court deems equitable and proper.

#### **COUNT FOUR**

24. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 23 as though more fully set forth at length herein.

25. Defendants have and intend to knowingly make false statements, as detailed above, to third parties, including, but not limited to, BOA's other employees, vendors, suppliers, prospective employers and business associates with malice and intent to cause damage to Valentine.

26. Defendants conduct is and was malicious, willful, intentional and without business justification.

27. Defendants conduct as detailed above constitutes a tortious interference with Valentine's business relationships.

28. Defendants conduct has already caused harm to Valentine and will continue to irreparably harm Valentine.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against the Defendants:

- (a) awarding Valentine compensatory and consequential damages;
- (b) awarding Valentine her costs and disbursements;
- (c) awarding Valentine punitive damages;

(d) awarding Valentine such other and further relief as the Court deems equitable and proper.

#### **COUNT FIVE**

29. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 28 as though more fully set forth at length herein.

30. Defendants conduct constitutes a tortious interference with Valentine's prospective economic advantage and business opportunities.

31. Defendants conduct has already caused harm to Valentine and will continue to irreparably harm Valentine.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against Defendants:

- (a) awarding Valentine compensatory and consequential damages;
- (b) awarding Valentine her costs and disbursements;
- (c) awarding Valentine punitive damages;
- (d) awarding Valentine such other and further relief as the Court deems equitable and proper.

#### **COUNT SIX**

32. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 31 as though more fully set forth at length herein.

33. By reason of the acts detailed above, Defendants have committed slander per se against Valentine.

34. As a direct and proximate result, Valentine has been and will continue to be irreparably harmed.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against Defendants:

- (a) awarding Valentine compensatory and consequential damages;
- (b) awarding Valentine her costs and disbursements;
- (c) awarding Valentine punitive damages;
- (a) awarding Valentine such other and further relief as the Court deems equitable and proper.

#### **COUNT SEVEN**

35. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 34 as though more fully set forth at length herein.

36. Defendants were and are fiduciaries of Valentine and owed Valentine a duty of loyalty, good faith and fair dealing.

37. Defendants conduct, as detailed above, constitutes breaches of their respective fiduciary duties to Valentine and of the covenant of good faith and fair dealing.

38. As a result of Defendants conduct, Valentine has sustained and will continue to sustain substantial economic and non-economic damages.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against Defendants:

- (a) awarding Valentine compensatory and consequential damages;
- (b) awarding Valentine punitive damages;
- (c) awarding Valentine the costs and disbursements of this action; and
- (d) awarding Valentine such other relief as this Court deems equitable and proper.

#### **COUNT EIGHT**

39. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 38 as though more fully set forth at length herein.



40. Defendants conduct, as detailed above, was and is so malicious, so willful, so outrageous, so designed to cause harm to Valentine that, even if that conduct were not otherwise wrongful, it would constitute tortious conduct under the circumstances existing in this matter.

41. As a direct and proximate result, Valentine has been damaged.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against Defendants:

- (a) awarding Valentine compensatory and consequential damages;
- (b) awarding Valentine punitive damages;
- (c) awarding Valentine the costs and disbursements of this action; and
- (d) awarding Valentine such other relief as this Court deems equitable and proper.

#### **COUNT NINE**

42. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 41 as though more fully set forth at length herein.

43. Based on the acts more fully detailed above, Defendants negligently, recklessly and/or willfully caused monetary harm to the Plaintiff.

44. As a direct and proximate result, Valentine has been damaged.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against Defendants:

- (a) awarding Valentine compensatory and consequential damages;
- (b) awarding Valentine punitive damages;
- (c) awarding Valentine the costs and disbursements of this action; and
- (d) awarding Valentine such other relief as this Court deems equitable and proper.

**COUNT TEN**

45. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 44 as though more fully set forth at length herein.

46. Based on the acts more fully detailed above, Defendants wrongfully terminated the Plaintiff.

47. As a direct and proximate result, Valentine has been damaged.

**WHEREFORE**, Plaintiff, Valentine, seeks a judgment against Defendants:

- (a) awarding Valentine compensatory and consequential damages;
- (b) awarding Valentine punitive damages;
- (c) awarding Valentine the costs and disbursements of this action; and
- (d) awarding Valentine such other relief as this Court deems equitable and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury as to all fact issues so triable.

**CERTIFICATION**


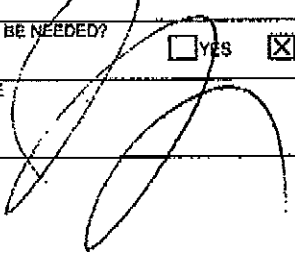
I hereby certify that this matter is not the subject matter of any other suit presently pending in any other court or in an American Arbitration proceedings. At this time, no other court proceeding or arbitration proceeding is contemplated. In addition, Plaintiffs know of no other parties who should be added to this action.

Dated: July 30, 2008

By:

JOHN G. LYNCH, JR., ESQ.

John G. Lynch, Jr.

 <b>CIVIL CASE INFORMATION STATEMENT</b> (CIS) Use for Initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 <b>Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.</b>		FOR USE BY CLERK'S OFFICE ONLY
1. ATTORNEY/PRO SE NAME John G. Lynch, Jr., Esq.		PAYMENT TYPE: CK CG CA
2. TELEPHONE NUMBER (973) 823-9418		CHG/CK NO.
3. COUNTY OF VENUE Sussex		AMOUNT:
4. FIRM NAME (if applicable)		OVERPAYMENT:
5. DOCKET NUMBER (When available)		BATCH NUMBER:
6. OFFICE ADDRESS 40 Main Street, Franklin, NJ 07416		7. DOCUMENT TYPE Complaint
8. JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
9. NAME OF PARTY (e.g., John Doe, Plaintiff) Nancy Valentine, Plaintiff		10. CAPTION Valentine v. Bank of America, et als.
11. CASE TYPE NUMBER (See reverse side for listing) 509		12. IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <small>IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.</small>
13. RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		14. IF YES, LIST DOCKET NUMBERS
15. DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>		
<b>CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION</b>		
17. A. DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP <input checked="" type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS
18. B. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
19. USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:		
20. DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION:		
21. WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, FOR WHAT LANGUAGE:		
22. ATTORNEY SIGNATURE 		

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Sussex County Law Division

SIDE 2



## CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)

**Track I — 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 389 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

**Track II — 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE — PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE — PROPERTY DAMAGE
- 699 TORT — OTHER

**Track III — 450 days' discovery**

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV — Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

**Mass Tort (Track IV)**

- |                                       |                       |
|---------------------------------------|-----------------------|
| 241 TOBACCO                           | 275 ORTHO EVRA        |
| 248 CIBA GEIGY                        | 276 DEPO-PROVERA      |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 277 MAHWAH TOXIC DUMP |
| 271 ACCUTANE                          | 278 ZOMETA/AREDIA     |
| 272 BEXTRA/CELEBREX                   | 601 ASBESTOS          |
| 274 RISPERDAL/SEROQUEL/ZYPREXA        | 619 VIOXX             |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category:

☐ Verbal Threshold

☐ Putative Class Action

☐ Title 59